

# **MODEL RELOCATION PLAN**

## **For Displacement of Fifteen Households or Less**

### **INTRODUCTION**

*Please choose and complete one of the following paragraphs, whichever best describes your project. Any of the following paragraphs may be modified, made more clear, or rewritten to better describe your project or situation.*

- (1) \_\_\_\_\_ has entered or will be entering into an Agreement with \_\_\_\_\_ to rehabilitate rental housing units within the City/County of \_\_\_\_\_. \_\_\_\_\_ households will have to be permanently displaced for this project to go forward. \_\_\_\_\_ households will have to be temporarily displaced for the project to go forward. The location of this housing, which is the subject of this relocation plan, is generally described as follows: \_\_\_\_\_

\_\_\_\_\_  
(See attached project site map -- Attachment 1)

- (2) \_\_\_\_\_ has entered into an Agreement with \_\_\_\_\_ to purchase and develop property within the City/County of \_\_\_\_\_. As a result, some housing will be affected and \_\_\_\_\_ households will have to be permanently displaced for this project to go forward. The location of this housing, which is the subject of this relocation plan, is generally described as follows: \_\_\_\_\_

\_\_\_\_\_  
(See attached project site map -- Attachment 1)

- (3) \_\_\_\_\_ has taken action which may result in the purchase and development of property within the City/County of \_\_\_\_\_. As a result, some housing will be affected and \_\_\_\_\_ households will have to be permanently displaced for this project to go forward. The location of this housing, which is the subject of this plan, is generally described as follows: \_\_\_\_\_

\_\_\_\_\_  
(See attached project site map -- Attachment 1)

(If you wish, you may use the following space to describe your project.) \_\_\_\_\_

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(The name of the entity or consultant preparing the plan) \_\_\_\_\_

\_\_\_\_\_ has prepared and will administer this Relocation Plan (the "Plan"), under the direction of or involvement with (name of public agency involved with the project) \_\_\_\_\_.

This Plan provides the results of a needs assessment survey, a housing resource study and details of the displacing entity's proposed relocation program. This Plan sets forth policies and procedures necessary to conform with statutes and regulations established by the California Relocation Assistance Law, California Government Code section 7260 et seq. (the "CRAL") and the California Relocation Assistance and Real Property Acquisition Guidelines, Title 25, California Code of Regulations, chapter 6, section 6000 et seq. (the "Guidelines").

If there are federal funds involved in this project, this Plan and benefits may also need to conform with the Uniform Relocation Act (46 U.S.C. § 4600 et seq.), its implementing regulations (49 C.F.R. part 24) and other requirements and regulations of the applicable funding source.

No displacement activities will take place prior to the required reviews and approval of this Plan.

#### **A. ASSESSMENT OF NEEDS**

To obtain information for the preparation of this Plan, a personal interview was conducted with (number) \_\_\_\_\_ of the households living on the Project site. (If a personal interview was not done with any of the households, briefly explain how the relevant information was obtained.) \_\_\_\_\_

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A table is attached showing some of the household characteristics and needs. (**See, Attachment 2.**)

*(Attach the most current HUD income category limits for your county – Attachment*

**(Attachment 2.)**

[illegible][illegible]



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### C. CONCURRENT RESIDENTIAL DISPLACEMENT

*Briefly describe any other current or proposed displacing activities in your jurisdiction which may impact upon the ability to relocate the displaced households.* \_\_\_\_\_

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### D. TEMPORARY HOUSING

*Please check any of the following numbered paragraphs, whichever is applicable:*

- (1) There is no anticipated need for temporary housing. Should such a need arise, the displacing entity will respond appropriately and in conformance with all applicable laws and requirements. *(If you check this paragraph, you may skip to section E.)*
- (2) There is a need to provide temporary housing, for not more than 180 days, for those households as indicated in the attached table of housing characteristics and needs **(Attachment 2)**. This project is a "Qualified Affordable Housing Preservation Project" as defined in Government Code sections ~~7260, subdivision (c)(3)(B)(ii), and 7262.5.~~ \_\_\_\_\_ households are expected to be temporarily displaced and they will be entitled to the following benefits and assurances:
- (a) The right to a temporary unit inside or, with the written consent of the household, outside the project as long as such unit meets the standards of "comparable replacement housing" as defined in section E below; and
- (b) The cost of the replacement housing, including rent and average monthly utility costs, will not exceed 30%<sup>1</sup> of the household's average

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<sup>1</sup>Under certain conditions relating to the date the project was initiated, the cost of replacement housing must not exceed 25% of the households' average monthly income. (See, Gov. Code § 7260, subd. (i)(3).)

monthly income **or** their current rent amount, whichever is less; and

- (c) The right to return to their original unit; and
- (d) The rent for the first 12 months upon returning to the original unit, will not exceed the **lower** of the following: (1) up to 5% higher than the rent at the time of displacement; or (2) up to 30%<sup>2</sup> of the household's income; and **(requested approval to use option 7260.7(Set by project affordability) includes everyone up to median area income.**
- (e) The estimated time for displacement will be reasonable; and
- (f) The temporary replacement housing will not be unreasonably impacted by the rehabilitation construction, taking into account the age and physical condition of household members; and
- (g) Moving expenses. See section H for an explanation of allowable moving expenses.

It is estimated that the temporary displacement for each of the households will occur on or about \_\_\_\_\_.

It is estimated that the length of time of displacement for each household (not to exceed 180 days) will be \_\_\_\_\_.

- (3)** As a result of rehabilitation, some households will be temporarily displaced for a period not to exceed 90 days. The attached table identifies households which will be displaced for no more than 90 days (**Attachment 2**). These households are entitled to the following benefits and assurances: **Say you take the lesser of the difference. Will change to the language in the code.**

- (a) The right to move back into their original unit; and
- (b) The right to be temporarily relocated to “comparable” replacement housing as defined in section E below; and
- (c) The cost of the replacement housing, including rent and average monthly utility costs, will not exceed 30%<sup>3</sup> of the household's average

<sup>2</sup>But, see footnote no. 1.

<sup>3</sup>But, see footnote no. 1.

monthly income **or** their current rent amount, whichever is less; and

- (d) For the first 12 months upon return to their original units, the rent shall not exceed the **lesser** of the rent levels prior to displacement or 25% of the household's average monthly income; and

- (e) Moving expenses. See section H for allowable moving expenses.

- (4) The displacing entity may need to temporarily move some households until such time that permanent comparable replacement housing is available. The displacing entity may only use this option under the following conditions and written assurances to the displaced households: *Do we give them a permanent and/or a temporary notice or create a notice that fits their needs.*

- (a) The displaced household agrees to such temporary relocation; and
- (b) The temporary housing must be **adequate**<sup>4</sup>; and
- (c) Permanent comparable housing must be made available to the displaced household no later than 12 months after the temporary move. The household, however, may agree to extend the 12 month period; and
- (d) Permanent comparable replacement housing will be made available on a priority basis to the household and if the project plan anticipates moves back into the project area, the temporarily displaced household will be given priority to obtain such housing; and
- (f) The temporary move will not affect the household's eligibility for replacement housing benefits or relocation assistance. Also, the temporary move will not deprive the household of the choice of replacement units that would have been available had the temporary move not taken place, and the costs of the temporary move will not be considered as part of the relocation payments to which the household is entitled; and
- (g) The displacing entity will pay **all** costs in connection with the move to temporary housing, including increased housing costs.

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<sup>4</sup>"Adequate" housing is identical to all the factors for "comparable" housing except that with respect to the number of rooms, habitable living space, and type of construction, the housing needs only to be "adequate" not "comparable."

## E. PROGRAM ASSURANCES AND STANDARDS

There are adequate funds to relocate all the households. Services will be provided to ensure that displacement does not result in different or separate treatment of households based on race, nationality, color, religion, national origin, sex, marital status, familial status, disability or any other basis protected by the federal Fair Housing Amendments Act, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the California Fair Employment & Housing Act, and the Unruh Act, as well as any other arbitrary or unlawful discrimination.

No one will be displaced without 90 days notice and unless "comparable" replacement housing can be located and is available. "Comparable" housing includes standards such as: decent, safe, and sanitary (as defined in § 6008(d) of the Guidelines); comparable as to the number of bedrooms, living space, and type and quality of construction of the acquired unit but not lesser in rooms or living space than necessary to accommodate the displaced household; in an area that does not have unreasonable environmental conditions; not generally less desirable than the acquired unit with respect to location to schools, employment, health and medical facilities, and other public and commercial facilities and services; and within the financial means of the displaced household as defined in section 6008, subdivision (c)(5) of the Guidelines. The relocation program to be implemented by the displacing entity conforms with the standards and provisions set forth in Government Code section 7260 et seq., the Guidelines, California Health and Safety Code section 33410 et seq., if applicable, and all other applicable regulations and requirements.

## F. RELOCATION ASSISTANCE PROGRAM

Staff is available to assist any displaced household with questions about relocation and/or assistance in relocating. Relocation staff can be contacted at \_\_\_\_\_ from \_\_\_\_\_m to \_\_\_\_\_m. The Relocation Office is located at \_\_\_\_\_.

A comprehensive relocation assistance program, with technical and advisory assistance, will be provided to the households being displaced. Close contact will be maintained with each household. Specific activities will include:

1. Distribution of informational brochures. (*Attach sample brochures and notices to be given to displaced households -- Attachment 5.*)
2. Timely referrals to at least three comparable replacement units as



defined above and, if necessary, transportation will be provided to inspect potential replacement units.

3. Assistance with completion and filing of relocation claims, rental applications, and appeals forms, if necessary.

## **G. CITIZEN PARTICIPATION/PLAN REVIEW**

This Plan will be provided to each household and will be made available to the public for the mandatory thirty (30) day review period. Comments to this Plan will be included as a Plan addendum prior to submission for approval before the *(name of responsible agency)* \_\_\_\_\_.

A copy of the approved Plan will be forwarded to the California Department of Housing and Community Development (HCD).

## **H. RELOCATION BENEFIT CATEGORIES**

*This section generally explains the benefits available to displaced tenants and homeowner households only. If you have households that are mobilehome/manufactured homeowners, or homeowner households that wish to retain and move their units, you should consult the CRAL, the Guidelines, and other applicable regulations and requirements for additional information.*

Relocation benefits will be provided in accordance with the CRAL, the Guidelines, and all other applicable regulations and requirements. Benefits will be paid upon submission of required claim forms and documentation in accordance with approved procedures. The displacing entity will provide appropriate benefits for each displaced household as required by the above laws and requirements.

### **Residential Moving Expense Payments**

The subject households will be eligible to receive a payment for moving expenses. Payments will be made based upon either a fixed room count schedule or an invoice for actual reasonable moving expenses from a licensed professional mover. For temporary moves, moving expenses will be paid for both the move to temporary replacement housing and the move back to the rehabilitated unit.

- 1) Fixed Payment - A fixed payment for moving expenses based on the number of rooms containing furniture or other personal property to be moved. The fixed moving payment will be based upon the most recent Federal Highway Administration schedules maintained by the California Department of Transportation. *(If using fixed payment, attach the most current moving schedules -- Attachment 6.)*

- OR -

- 2) Actual Reasonable Moving Expense Payments - The displaced households may elect to have a licensed, professional mover perform the move; if so, the displacing entity will pay for the actual cost of the move up to 50 miles and all reasonable charges for packing, unpacking, insurance, and utility connection charges. The payment will be made directly to the mover or as reimbursement to the displaced household.

**Rental Assistance/Down Payment Assistance**

Displaced households who are residential tenants and who have established residency within the Project site for a minimum of 90 days prior to the “initiation of negotiations” will be eligible for both Rental Assistance and Moving Expense Payments. *Check one of the following statements, whichever is applicable:*

- (1) **[Public Agency Acquisition]** “Initiation of Negotiations” is defined as the first written offer to buy the property from which the households will be displaced. In this case, the estimated or actual date of the first written offer to purchase the properties of the tenant households is *(if known at this time)* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

- (2) **[Private Entity Acquisition]** “Initiation of Negotiations” is defined as the **later** of the actual date of acquisition **or the date of the Agreement between the private entity and the public agency** for purposes of acquiring and developing or rehabilitating the subject property. In this case, the estimated or actual date of “initiation of negotiations” is *(if known at this time)* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Except in the case of Last Resort situations, Rental Assistance Payments will be limited to a maximum of \$5,250 based upon the monthly housing need over a forty-two (42)<sup>5</sup> month period. In addition, the households may opt to apply the amount to which they are entitled toward the purchase of a replacement unit.

### **Last Resort Housing Payment**

*Check one of the following statements, whichever is applicable:*

- (1) There is adequate “comparable replacement housing” according to the attached housing survey (**Attachment 4**). Therefore, there is no need to provide Last Resort Housing Payments. *(If you checked this paragraph, you may skip to Assistance to Homeowners below.)*
- (2) There is a lack of “comparable replacement housing” according to the attached housing survey (**Attachment 4**). Therefore, there is a need to provide Last Resort Housing Payments.

“Last Resort Housing” payments are authorized by statute if affordable “comparable replacement housing” cannot be found for the displaced tenant household (i.e., housing not more than 30%<sup>6</sup> of the household’s average monthly income.) In this case, payments may be made beyond the \$5,250 statutory cap up to 42 months<sup>7</sup> worth of rental assistance. The supplemental increment beyond \$5,250 may be paid in installments or in a lump sum at the discretion of the displacing entity. *Briefly specify your policy concerning allowing lump sum or installment payments.* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<sup>5</sup>Under certain circumstances relating to the date that the project was initiated, the amount of rental assistance payments must be calculated for a period of 48 months. (See, Gov. Code § 7264, subd. (b) and § 7260, subd. (i)(3).)

<sup>6</sup>But, see footnote no. 1.

<sup>7</sup>But, see footnote no. 5.

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If a household chooses to purchase a replacement home rather than rent, the household will have the right to request a lump sum payment of the entire balance to which they are entitled.

### **Assistance to Homeowners**

*Check one of the following statements, whichever is applicable:*

- (1) No homeowners will be displaced by this Project. *(If you check this paragraph, you may skip the rest of this section.)*
- (2) It is anticipated that \_\_\_\_ homeowners will be displaced by this Project.

Homeowners displaced by this Project will be eligible for relocation replacement housing payments if the following conditions are met:

- (a) The household has owned and occupied their unit for not less than 180 days prior to the "Initiation of Negotiations." (See, Rental Assistance/Down Payment Assistance above); and
- (b) The household purchases and occupies a replacement unit within one year from: (i) the date that the household receives the final payment from the displacing entity for all the costs of the acquired unit - **or**- (ii) the date that the household vacates the acquired unit, whichever is later.

Displaced homeowner households will receive assistance in locating a "comparable replacement" unit and will be eligible for the following benefits, not to exceed \$22,500:

1. Purchase Price Differential:

The displaced households will be entitled to receive an amount equal to the difference between the price paid for the acquired unit and the amount required to purchase a "comparable replacement" unit. The displacing entity is allowed the following options in paying any price differential as explained in section 6102 of the Guidelines: *(Check which option is being used.)*

- (a) Comparative Method: On a case-by-case basis, the displacing entity will determine the price of a “comparable replacement” unit, which is most representative of the acquired unit, by selecting and considering the listing price of at least three (whenever possible) “comparable replacement” units. (6102 (c)(1)(A)(1))
- (b) Schedule Method: If the Comparative Method is not feasible, the displacing entity may establish a schedule of reasonable acquisition costs of “comparable replacement” units based on a current analysis of the housing market. (6102 (c)(1)(A)(2))
- (c) Alternative Method: When neither the Comparative nor Schedule Methods are feasible, the displacing entity may use another reasonable method. (6102 (c)(1)(A)(3))

*(Attach a more detailed explanation of the method used, and, if appropriate, why other methods were not used. Include an estimate of price differentials for each displaced homeowner, a schedule of acquisition costs, and, to the extent that such information is not included in Attachment 4, a survey of any “comparable replacement” units used in your method -- **Attachment 7.**)*

## 2. Other Payments:

Moreover, displaced homeowners will receive the following assistance:

- (a) Payments to cover the cost between the difference of the household’s current debt or mortgage service and any increase in debt or mortgage costs necessary to acquire a “comparable replacement” housing unit; and
- (b) Incidental and reasonable one-time costs for acquiring a replacement unit, such as escrow costs, and recording and credit reporting fees.

## 3. Rental Assistance Option:

If a displaced homeowner household, which has purchased and

occupied its current unit at least 180 days prior to the “initiation of negotiations,” desires to rent instead of purchase a replacement unit, the household is eligible for all the benefits and assistance that is available to tenant households. However, such replacement housing payments may not exceed the payments the household would have been entitled to if it had elected to purchase a replacement unit.

4. Last Resort Housing Payments:

*Check one of the following statements, whichever is applicable:*

- (1) There is ~~adequate~~ sufficient“ comparable replacement housing” for homeowner households. *(If you check this paragraph, you may skip the rest of this section.)*
- (2) There is a lack of “comparable replacement housing” for homeowner households.

If there is not enough “comparable replacement housing” available, the displacing entity shall pay whatever costs are necessary beyond the statutory cap of \$22,500 to acquire a “comparable replacement” unit, including reasonable incidental expenses.

A displaced homeowner household which has purchased and occupied its current unit for less than 180 days but at least 90 days prior to the “initiation of negotiations” is eligible for all the assistance and benefits that are available to a tenant household.

## **I. PAYMENT OF RELOCATION BENEFITS**

Relocation benefit payments will be made expeditiously. Claims and supporting documentation for relocation benefits must be filed with the displacing entity within eighteen (18) months from: (i) the date the claimant moves from the acquired property; **-or-** (ii) the date on which final payment for the acquisition of real property is made, whichever is later. Procedures for preparing and filing of claims and processing and delivering of payments are attached. *(Attach a brief description of your relocation policy regarding procedures for relocation payments and assistance -- Attachment 8.)*

No household will be displaced until “comparable” housing is located as defined above and in section 6008, subdivisions (c) and (d) of the Guidelines. Relocation staff will inspect any replacement units to which referrals are made to verify that they meet all the standards of decent, safe, and sanitary as defined in section 6008,

subdivision (d) of the Guidelines. However, no household will be denied benefits if it chooses to move to a replacement unit which does not meet the standards of decent, safe, and sanitary housing.

**J. EVICTION POLICY**

The displacing entity recognizes that eviction is permissible only as a last resort and that relocation records must be documented to reflect the specific circumstances surrounding any eviction. Eviction will only take place in cases of nonpayment of rent, serious violation of the rental agreement, a dangerous or illegal act in the unit, or if the household refuses all reasonable offers to move. Eviction will not affect the eligibility of a person legally entitled to relocation benefits.

**K. APPEALS POLICY**

The appeals policy will follow the standards described in section 6150 et seq. of the Guidelines. Briefly stated, the displaced household will have the right to ask for review when there is a complaint regarding any of its rights to relocation and relocation assistance, such as a determination as to eligibility, the amount of payment, or the failure to provide a comparable replacement housing referral. A copy of the established appeals policy and procedures is attached. ( **Attachment 9.** )

**L. PROJECTED DATES OF DISPLACEMENT**

Households will receive a 90 day notice to vacate before they are required to move. These notices are expected to be issued on or about *(give best estimate)* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Relocation is expected to be completed for all households on or about *(give best estimate)* \_\_\_\_\_

\_\_\_\_\_.

**M. ESTIMATED RELOCATION COSTS**

The displacing entity anticipates using the following funds for the Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Any and all required financial assistance will be provided. The budget estimate for this Project is: \_\_\_\_\_

\_\_\_\_\_.

## TABLE OF ATTACHMENTS

- Attachment 1:** Attach Project Site Map.
- Attachment 2:** Attach Table of Household Characteristics and Needs.  
*(Complete and attach HCD's model Table)*
- Attachment 3:** Attach most current HUD Income Category Limits for your County  
*(Information may be obtained from HCD)*
- Attachment 4:** Attach Housing Resource Survey.
- Attachment 5:** Attach Sample Notices and/or Brochures to be given to Displaced Households.
- Attachment 6:** Attach the most current Fixed Payment Moving Schedule.  
*(A schedule of payments may be obtained from HCD.)*
- Attachment 7:** Attach, if applicable, Explanation of Purchase Price Differential Method, Schedule of Acquisition Costs, and Survey of Comparable Homeowner Housing.
- Attachment 8:** Attach Relocation Payment Policy regarding Procedures for Relocation Payments and Assistance.
- Attachment 9:** Attach Copy of Established Appeals Policy and Procedures.
- Attachment 10:** Attach Plan Addendum.  
*(Comments submitted regarding the Plan by the Public or HCD.)*

*Attach any other information that you believe is important or helpful.*